

# **EXHIBIT E**

## FORBEARANCE AGREEMENT

This **FORBEARANCE AGREEMENT** (this “Agreement”) is made and entered into as of April 20, 2016, by and among OUR ALCHEMY, LLC (F/K/A MILLENNIUM ENTERTAINMENT, LLC), a Delaware limited liability company (the “Borrower”), the LENDERS (as defined in the Credit Agreement (as defined below)), the GUARANTORS (as defined in the Credit Agreement) and SUNTRUST BANK, as Administrative Agent (as defined in the Credit Agreement) for the Lenders.

### WITNESSETH:

WHEREAS, the Borrower, the Lenders and the Administrative Agent, are parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 9, 2015 (as amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”), and the Guarantors and the Administrative Agent are parties to the Guaranty and Security Agreement referred to in the Credit Agreement;

WHEREAS, as of December 31, 2015, the sum of the aggregate Revolving Credit Exposure of all Lenders plus the aggregate amount of the then outstanding Term Loans of all Lenders exceeded the Borrowing Base then in effect by an amount of no less than \$1,818,426 (the “Initial Overadvance”) and the Borrower failed to prepay the Obligations in the amount of the Initial Overadvance pursuant to Section 2.11(a)(iii) of the Credit Agreement, which constitutes an Event of Default under Section 8.1(a) of the Credit Agreement (the “Initial Overadvance Default”);

WHEREAS, as of March 11, 2016, the sum of the aggregate Revolving Credit Exposure of all Lenders plus the aggregate amount of the then outstanding Term Loans of all Lenders exceeded the Borrowing Base then in effect by an amount of no less than \$16,743,093 (the “Additional Overadvance”) and the Borrower failed to prepay the Obligations in the amount of the Additional Overadvance pursuant to Section 2.11(a)(iii) of the Credit Agreement, which constitutes an Event of Default under Section 8.1(a) of the Credit Agreement (the “Additional Overadvance Default”);

WHEREAS, at the end of the 2015 Fiscal Year, the Borrower had failed to maintain EBITDA amounts of at least \$17,400,000, as provided in Section 6.3 of the Credit Agreement, which constitutes an Event of Default under Section 8.1(d) of the Credit Agreement (the “EBITDA Default”);

WHEREAS, the Borrower failed to maintain at least \$2,000,000 of liquidity that is comprised of not less than \$1,000,000 of unrestricted and uncommitted cash held in Controlled Accounts and/or availability under the Revolving Commitment, which constitutes an Event of Default under Section 8.1(d) of the Credit Agreement and that failure to maintain such liquidity is continuing; and for the Fiscal Quarter ending March 31, 2016, the Borrower failed to maintain a Liquidity Ratio of 1.10:1.00 as set forth in Section 6.1 of the Credit Agreement, which constitutes an Event of Default under Section 8.1(d) of the Credit Agreement (collectively, the “Liquidity Defaults”);

WHEREAS, as of December 31, 2015, and for the Fiscal Quarter ending March 31, 2016, the Borrower failed to maintain a Fixed Charge Coverage Ratio of not less than 1.50:1.00, as provided in Section 6.2 of the Credit Agreement, which constitutes an Event of Default under Section 8.1(d) of the Credit Agreement (the “Fixed Charge Coverage Ratio Default”);

WHEREAS, the Borrower failed to timely deliver to Administrative Agent, concurrent with the delivery of the financial statements referred to in Section 5.1(a)(i) of the Credit Agreement, a Compliance Certificate pursuant to Section 5.1(c) of the Credit Agreement, which constitutes an Event of Default under Section 8.1(d) of the Credit Agreement (the “Compliance Default”);

WHEREAS, the Borrower failed to deliver to Administrative Agent, within 30 days after the last day of January and the last day of February, financial reports in the form attached to the Credit Agreement as Exhibit H pursuant to Section 5.1(b)(ii) of the Credit Agreement, which constitutes an Event of Default under Section 8.1(d) of the Credit Agreement (the “Reporting Default”);

WHEREAS, the Borrower failed to appoint a successor chief financial officer to John Avagliano reasonably acceptable to the Administrative Agent within sixty (60) days after December 18, 2015, which constitutes an Event of Default under Section 8.1(r) of the Credit Agreement (the “CFO Default”);

WHEREAS, the Borrower failed to give “prompt written notice” of the foregoing Events of Default as required under Section 5.2(a) of the Credit Agreement which constitutes an Event of Default under Section 8.1(d) of the Credit Agreement (the “Notice Default,” and collectively with the CFO Default, the Initial Overadvance Default, the Additional Overadvance Default, the EBITDA Default, the Fixed Charge Coverage Ratio Default, the Compliance Default, the Reporting Default and the Liquidity Defaults, the “Existing Defaults”);

WHEREAS, the Existing Defaults are continuing;

WHEREAS, the Borrower expects (i) the sum of the aggregate Revolving Credit Exposure of all Lenders plus the aggregate amount of the outstanding Term Loans of all Lenders shall continue to exceed the Borrowing Base then in effect during the Forbearance Period (the “Future Overadvance”) and the Borrower will fail to prepay the Obligations in the amount of the Future Overadvance pursuant to Section 2.11(a)(iii) of the Credit Agreement, which will constitute an Event of Default under Section 8.1(a) of the Credit Agreement; (ii) it will not satisfy the liquidity covenant set forth in Section 6.4 of the Credit Agreement at all times during the Forbearance Period, which will constitute an Event of Default under Section 8.1(d) of the Credit Agreement; and (iii) the covenant set forth in Section 5.1(a) of the Credit Agreement requiring the delivery of a copy of an annual audited report for the Fiscal Year ended December 31, 2015 will not be satisfied within 120 days after the end of the Fiscal Year, which will constitute an Event of Default under Section 8.1(d) of the Credit Agreement (items (i)-(iii) in this recital are collectively referred to as the “Anticipated Events of Default”);

WHEREAS, under the terms of the Credit Agreement, if any Event of Default occurs and is continuing, the Administrative Agent may, and at the direction of the Required Lenders shall,

take any or all of the actions provided in Section 8.1 of the Credit Agreement (collectively, the “Remedies”); and

WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders forbear from exercising the Remedies, and the Administrative Agent and the Required Lenders are willing to forbear from taking these actions during the Forbearance Period (as defined below), but solely with respect to the Existing Defaults, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and provisions herein contained, the parties hereto do hereby agree as follows:

**Section 1. Definitions.** Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

**Section 2. Acknowledgments.** Each of the above recitals is expressly incorporated herein and is represented by the Loan Parties to be true and correct. Without limiting the foregoing, each of the Loan Parties acknowledges and agrees that the Existing Defaults have occurred and are continuing and constitute Events of Default and that, but for the effectiveness of this Agreement, the Administrative Agent could, and at the request of the Required Lenders, shall take any or all of the following actions, among other things: (i) terminate the Commitments, whereupon the Commitment of each Lender shall terminate immediately, (ii) declare the principal of and any accrued interest on the Loans, and all other Obligations owing under the Credit Agreement, to be, whereupon the same shall become, due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each of the Loan Parties, (iii) exercise all remedies contained in any other Loan Document, and (iv) exercise any other remedies available at law or in equity.

**Section 3. Reaffirmation of Obligations, etc.** Each of the Loan Parties hereby acknowledges that the Loan Documents and its respective Obligations thereunder constitute the valid and binding obligations of each such Loan Party enforceable against each such Loan Party in accordance with their respective terms, and each Loan Party hereby reaffirms its Obligations under the Loan Documents. Administrative Agent’s and the undersigned Lenders’ entry into this Agreement or any of the documents referenced herein, their negotiations with any party with respect to any Loan Document, their conduct of any analysis or investigation of the operations of any Loan Party, any Collateral or any Loan Document, their acceptance of any payment from any Loan Party or any other party of any payments made prior to or after the date hereof, or any other action or failure to act on the part of any of the Administrative Agent or any Lender shall not, except as expressly provided herein, (a) constitute a modification of any Loan Document, (b) constitute a waiver of any condition, Default or Event of Default under the Credit Agreement, including, without limitation, the Existing Defaults, or a waiver of any term or provision of any Loan Document, (c) excuse any Loan Party from any of its Obligations under any of the Loan Documents, or (d) toll the running of any time periods applicable to any rights and remedies of the Administrative Agent or Lenders, including, without limitation, any grace periods with respect to any Defaults under the Loan Documents or otherwise. Each Loan Party agrees that it will not assert laches, waiver or any other defense to the enforcement of any of the Loan



Documents based upon any agreement or action (or inaction) by the Administrative Agent or Lenders, referenced in, set forth in or contemplated by, this Agreement.

**Section 4. Forbearance.**

(a) During the Forbearance Period (as defined below), the Administrative Agent and the Lenders shall not commence any proceedings against any Loan Party with respect to the enforcement of any of its or their rights or remedies under the Loan Documents or applicable law, solely with respect to the Existing Defaults and the Anticipated Events of Default and upon the terms and conditions expressly specified herein, other than the right to charge and receive payment for Default Interest in accordance with Section 2.12(b) of the Credit Agreement and Section 7 of this Agreement. The Required Lenders agree not to deliver any directions to the Administrative Agent during the Forbearance Period to commence any proceedings against any Loan Party with respect to the enforcement of any of their rights or remedies under the Loan Documents or applicable law, solely with respect to the Existing Defaults and the Anticipated Events of Default and upon the terms and conditions expressly specified herein, other than the right to charge and receive payment for Default Interest in accordance with Section 2.12(b) of the Credit Agreement and Section 7 of this Agreement.

“Forbearance Period” shall mean the period commencing upon the Effective Date (as defined herein) and continuing until the earlier to occur of (i) May 6, 2016 and (ii) the date on which any Termination Event (as defined herein) has occurred.

(b) Preservation of Liens, Etc. Notwithstanding the provisions of this Agreement, the Administrative Agent is entitled to take any and all actions as may be necessary and appropriate to grant, preserve, perfect, ensure, maintain, continue, protect or defend the Liens created by the Collateral Documents, the validity or priority of any such Lien in any Collateral, and the enforceability and validity of the Administrative Agent’s and Lender’s respective claims under the Credit Agreement against the claims and actions of any other creditors (including a bankruptcy trustee) and to make such filings as may be necessary and appropriate to grant, preserve, perfect, ensure, maintain, continue, protect or defend the Liens created by the Collateral Documents and the validity or priority of any such Lien in any Collateral. In order to preserve the status quo with respect to any statute of limitations which may be applicable to any action by the Administrative Agent or any of the undersigned Lenders for enforcement of its rights under the Credit Agreement or applicable law, the Administrative Agent and each of the Loan Parties agrees that all of said statutes are tolled from the Effective Date until the occurrence of the end of the Forbearance Period. No failure on the part of the Administrative Agent or any of the undersigned Lenders to exercise, and no delay in exercising, any right hereunder shall operate as a waiver of any such right nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies here provided are cumulative and not exclusive of any other remedies provided by applicable law.

**Section 5. Termination Events.** The Loan Parties, the Administrative Agent and the Lenders acknowledge and agree that the Forbearance Period shall terminate immediately if any of the following events shall occur (each a “Termination Event”):

(a) the Borrower fails to provide Administrative Agent, on or before April 15, 2016, evidence, in form and substance acceptable to the Administrative Agent and the Required Lenders in their sole discretion, of a reduction of at least \$1,500,000 of the projected annual recurring expenses of the Borrower, such projection to be certified in writing by an authorized officer of the Borrower;

(b) the Borrower fails to provide Administrative Agent, on or before April 29, 2016, evidence, in form and substance acceptable to the Administrative Agent and the Required Lenders in their sole discretion, that it has received at least \$1,300,000 of net cash proceeds from the sale of non-productive inventory set forth on Exhibit A attached hereto and incorporated herein by this reference, and the sale of such non-productive inventory is not less than an amount approved by the Administrative Agent and the Required Lenders in their sole discretion;

(c) the Borrower fails to provide Administrative Agent, on or before April 29, 2016, evidence, in form and substance acceptable to the Administrative Agent and the Required Lenders in their sole discretion, that it has issued demand letters and/or made commercially reasonable efforts to collect at least \$3,500,000 of net cash proceeds with respect to any unrecouped amounts set forth on Exhibit B attached hereto and incorporated herein by this reference, and such proceeds are not less than the amount specified on Exhibit B with respect to the applicable recouped amounts, unless otherwise approved by the Administrative Agent and the Required Lenders in their sole discretion;

(d) the Administrative Agent fails to receive, on or before April 29, 2016, at least three bona fide letters of intent, in form and substance acceptable to the Administrative Agent and the Required Lenders in their sole discretion, with respect to the recapitalization of Borrower, executed by financially and otherwise capable institutions, as determined by the Administrative Agent and the Required Lenders in their sole discretion;

(e) the Borrower fails to provide the Administrative Agent, on or before April 29, 2016, a Compliance Certificate signed by any co-president of the Borrower or the CRO, containing the certifications set forth in Section 5.1(c) of the Credit Agreement;

(f) the Borrower fails to appoint, not later than April 22, 2016, a chief restructuring officer ("CRO") reasonably acceptable to the Administrative Agent and the Required Lenders in their sole discretion, which CRO shall have duties, authority and reporting lines reasonably acceptable to the Administrative Agent and the Required Lenders, which duties, authority and reporting lines shall be consistent with those of CROs of similarly situated companies; provided that, for the purposes of this Agreement, Joseph D'Angelo of Carl Marks Advisory Group, LLC, which is currently serving as financial consultant to the Borrower (the "Financial Consultant"), shall be deemed reasonably acceptable to the Administrative Agent and the Required Lenders;

(g) the Borrower terminates the CRO, or the CRO is no longer serving in such position for any other reason, after such CRO is appointed pursuant to Section 5(f) above, without the Administrative Agent's and the Required Lenders' prior written consent;

(h) the Borrower fails to provide to the Administrative Agent, within three Business Days after Administrative Agent's written request, any documentation requested by the Administrative Agent or the Required Lenders in their sole discretion in order for Administrative Agent to grant, preserve, perfect, ensure, maintain, continue, protect or defend the Liens created by the Collateral Documents, the validity or priority of any such Lien in any Collateral and/or to satisfy the deliverables requirements in the Credit Agreement with respect to Items of Product, as determined by the Administrative Agent and the Required Lenders in their sole discretion;

(i) other than an Existing Default or the Anticipated Event of Default, any Default or any Event of Default has occurred, whether before or after the date of this Agreement;

(j) any event occurs or has occurred that has, or would reasonably be expected to have, a Material Adverse Effect;

(k) any party hereto shall be enjoined pursuant to an order of any court from complying with any of the terms or conditions of this Agreement or any other Loan Document, or any Loan Party seeks any injunction, or commences any lawsuit or other legal action, against the Administrative Agent or any Lender with respect to this Agreement or any Loan Party commences any other litigation or other legal action that affects the rights of the Administrative Agent or any Lender under this Agreement or any of the other Loan Documents;

(l) any representation or warranty of any Loan Party set forth herein, including, without limitation, Section 8 hereof, fails to be true and correct in any material respect or any Loan Party fails to comply with any of its agreements set forth herein, including, without limitation, Section 11 hereof; or

(m) receipt by any Loan Party of written notice of Administrative Agent's and the Required Lenders' determination that the nature or extent of any Existing Default is materially and adversely different from the nature or extent disclosed to the Lenders prior to the date hereof.

**Section 6. Rights Upon Termination of Forbearance Period.** The Loan Parties acknowledge and agree that, upon the termination of the Forbearance Period, as provided in Section 4 hereof, Administrative Agent, on behalf of the Lenders, shall be entitled to (and upon direction of the Required Lenders, Administrative Agent shall) exercise any or all of its remedies available under the Loan Documents or applicable law.

**Section 7. Default Interest.** Notwithstanding any of the terms of the Loan Documents to the contrary, the parties acknowledge and agree that on the Effective Date, the outstanding Obligations shall immediately commence accruing interest at the Default Rate retroactive to December 31, 2015 and thereafter, notwithstanding the termination of this Agreement, which default interest shall be paid in kind (for the avoidance of doubt, all accrued non-default interest shall be paid currently in cash, as and when due). Nothing herein shall be construed as a waiver of the right of the Lenders to charge or receive interest at the Default Rate with respect to any other Events of Default. Nothing herein shall be construed as a waiver by the Lenders of their rights under Section 2.12(b) of the Credit Agreement.

**Section 8. Representations and Warranties.** In order to induce Administrative Agent and the Lenders to enter into this Agreement, each Loan Party hereby represents and warrants that:

**8.01 No Default.** At and as of the date of this Agreement and at and as of the Effective Date, other than the Existing Defaults and the Anticipated Event of Default, no Default or Event of Default exists.

**8.02 Representations and Warranties True and Correct.** At and as of the date of this Agreement, and after giving effect to this Agreement, except for the existence of any Existing Default, the representations and warranties contained in the Credit Agreement and the other Loan Documents are correct on and as of the Effective Date as though made on and as of such date (except to the extent (i) any such representation or warranty is stated to relate to an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date, and (ii) any such representation or warranty is incorrect solely by reason of the occurrence and continuance of any Existing Default); and no Default or Event of Default (other than any Existing Default) has occurred and is continuing on the Effective Date or shall result from this Agreement becoming effective in accordance with its terms.

**8.03 Corporate Power, Etc.** Each Loan Party (a) has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (b) has taken all action, corporate or otherwise, necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**8.04 Binding Effect.** This Agreement has been duly executed and delivered by each Loan Party and constitutes the legal, valid and binding obligation of each such Person, enforceable against each such Person in accordance with its terms, except as such enforceability may be limited by (a) applicable Debtor Relief Laws or other similar laws, now or hereafter in effect, relating to or affecting the enforcement of creditors' rights generally, and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**8.05 No Conflict.** The execution, delivery and performance of this Agreement by each Loan Party does not conflict with any judgment, rule or law applicable to such Loan Party or its properties or result in a breach or default of, or accelerate any obligation under, any contract or agreement to which such Loan Party is a party or by which it or its properties are bound.

**8.06 No Duress.** This Agreement has been entered into after good faith, arm's-length bargaining, without force or duress, and in the free will of each Loan Party. Each Loan Party's decision to enter into this Agreement is a fully informed decision and such Person is aware of all legal and other ramifications of such decision.

**8.07 Counsel.** Each party has read and understands this Agreement, has consulted with and been represented by legal counsel in connection herewith, and has been advised by its counsel of its rights and obligations hereunder and thereunder.



**Section 9. No Waiver.** Except as expressly set forth herein, the terms and conditions of the Credit Agreement and other Loan Documents shall remain in full force and effect. Nothing in this Agreement shall be deemed to be or construed as a waiver of any Existing Default or of any right, remedy or claim of the Administrative Agent or any Lender with respect thereto, and subject to Section 4 hereof, the Administrative Agent, on behalf of itself and each Lender, specifically reserves the right to exercise any such right, remedy or claim based upon an Existing Default or any other Event of Default now existing or hereafter arising.

**Section 10. Conditions.** This Agreement shall be effective as of the date hereof (the "Effective Date") upon the fulfillment, in a manner satisfactory to Administrative Agent and the Required Lenders, of each of the following conditions precedent set forth in this Section 10:

**10.01 Execution of Documents.** Administrative Agent shall have received a copy of this Agreement duly executed by Borrower, each Guarantor, Administrative Agent and the Required Lenders.

**10.02 Representations and Warranties.** As of the Effective Date, the representations and warranties set forth in Section 8 hereof shall be true and correct.

**10.03 Forbearance Fee.** The Administrative Agent shall have fully earned and received a nonrefundable forbearance fee equal to \$75,000.

**10.04 Payment of Fees.** The Borrower shall have paid Administrative Agent all fees and out-of-pocket expenses of counsel to the Administrative Agent in connection with the preparation, negotiation and execution of this Agreement and any document required to be furnished herewith and shall have paid all other outstanding fees and expenses of counsel to Administrative Agent (including all fees and expenses incurred as of the Effective Date).

**10.05 Compliance with Terms.** The Loan Parties shall have complied in all respects with the terms hereof and of any other agreement, document, instrument or other writing to be delivered by each Loan Party in connection herewith.

**Section 11. Certain Agreements.**

**11.01** On and after the Effective Date, and notwithstanding any termination of the Forbearance Period, the Loan Parties shall:

(a) **Weekly Update of Cash Flow.** Provide to the Administrative Agent weekly written variance reports with respect to its thirteen (13) week cash flow projections, in a form acceptable to the Administrative Agent and the Required Lenders in their sole discretion, every Friday, commencing on the Effective Date;

(b) **Borrowing Base Certificate.** For purposes of this Agreement only and expressly not for determining any requirement of any Loan Party under Section 2.11(a)(iii) of the Credit Agreement, provide to the Administrative Agent an updated Borrowing Base Certificate by April 15, 2016;

(c) **Borrowing Base Compliance.** Comply with all covenants, agreements and restrictions in the Credit Agreement with respect to the Borrowing Base and the components thereof and procedures with respect thereto;

(d) **Diligence Requests.** Promptly respond (but in no event later than 3 Business Days after Administrative Agent's or a Lender's request therefor) to any diligence requests submitted to the Loan Parties by the Administrative Agent or any Lender and shall promptly provide to the requesting party all information reasonably available to the Loan Parties or reasonably obtainable by the Loan Parties in response to each such request;

(e) **Notices of Assignment.** Promptly deliver (but in no event later than 3 Business Days after Administrative Agent's or a Lender's request therefor) to Administrative Agent all Notices of Assignment as required pursuant to Section 3.2 and 3.3 of the Credit Agreement for Items of Product currently included in the Borrowing Base, and as otherwise requested by the Administrative Agent;

(f) **Item of Product.** Promptly deliver (but in no event later than 3 Business Days after Administrative Agent's or a Lender's request therefor) to Administrative Agent a list of all Items of Product included in the Borrowing Base; and

(g) **Weekly Update Calls.** Arrange and cause senior management, the CRO and the Financial Consultant to participate in, at a minimum, weekly update calls with the Administrative Agent and Lenders with respect to such matters as the Administrative Agent or any Lender may request.

**11.02** Each of the Loan Parties acknowledges and agrees that no Capital Expenditures may be made during the Forbearance Period and/or during the continuation of the Existing Defaults.

**11.03** Each of the Loan Parties acknowledges and agrees that no Restricted Payments (including those set forth in Section 7.5 of the Credit Agreement) may be made during the Forbearance Period and/or during the continuation of the Existing Defaults.

**11.04** Each of the Loan Parties acknowledges and agrees that the payments set forth in Section 5(b) and (c) and all payments received by any Loan Party with respect to any unrecouped amounts, non-productive inventory and/or other assets specified in Section 11.09 below shall be deposited into a newly established cash collateral account as advised by the Administrative Agent to the Borrower at SunTrust Bank (or such other bank account or address as the Administrative Agent may designate in writing) subject to the exclusive dominion and control of the Administrative Agent (i.e., the Borrower may not withdraw or use proceeds in such cash collateral account without the consent of the Lenders), and that upon the occurrence of a Termination Event, all funds on deposit in such cash collateral account shall be applied against the outstanding Obligations with respect to the Term Loans.

**11.05** Each of the Loan Parties acknowledges and agrees that P&A expenditures may not exceed \$100,000 during the Forbearance Period.

**11.06** Each of the Loan Parties acknowledges and agrees that no Loan Party may make, during the Forbearance Period, a commitment to pay any additional Rights Acquisition Costs other than those commitments in effect prior to March 29, 2016.

**11.07** The Borrower agrees to promptly pay, on an ongoing basis, all fees and out-of-pocket expenses of counsel to the Administrative Agent in connection with this Agreement and the other Loan Documents (and the transactions contemplated hereby and thereby).

**11.08** Each of the parties agrees that effective as of the Effective Date, the unfunded principal amount of the Commitments is reduced to zero and eliminated.

**11.09** Assets not included in the Borrowing Base may be sold by Borrower so long as (i) such assets are sold for an amount approved by the Administrative Agent and the Required Lenders in their sole discretion, and (ii) all payments received by any Loan Party with respect to any such assets are deposited into a cash collateral account subject to the exclusive dominion and control of the Administrative Agent, and subject to the terms of Section 11.04 hereof.

An Event of Default shall be deemed to have occurred under the Credit Agreement in the event that the Borrower or any of the Loan Parties fails to observe or comply with any covenant or agreement contained in this Section 11.

**Section 12. Release and Covenant Not to Sue.**

**12.01** The Borrower and each other Loan Party hereby absolutely and unconditionally release and forever discharge the Administrative Agent, the Lenders, and any and all of their respective participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing (each a "Released Party"), from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which the Borrower and each other Loan Party, has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to and including the date of this Agreement, whether such claims, demands and causes of action are matured or unmatured or known or unknown, and in each case, arising for or on account of, in relation to, or in any way in connection with, any of the Credit Agreement, any other Loan Document and/or the transactions thereunder or related thereto. It is the intention of the Borrower and each other Loan Party in providing this release that the same shall be effective as a bar to each and every claim, demand and cause of action specified, and in furtherance of this intention it waives and relinquishes all rights and benefits under any applicable law, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

**12.02** The Borrower and each other Loan Party acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. The Borrower and each other Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

**12.03** The Borrower and each other Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Released Party above that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the basis of any claim released, remised and discharged by the Borrower and each other Loan Party pursuant to the above release. If Borrower, any Guarantor, or any of its successors, assigns, or officers, directors, employees, agents or attorneys, or any Person acting for or on behalf of, or claiming through it violate the foregoing covenant, such Person, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Released Party may sustain as a result of such violation, all attorneys' fees and costs incurred by such Released Party as a result of such violation.

**Section 13. No Obligation.** Notwithstanding this Agreement, the Lenders shall not have any obligation to extend or renew the Loans, make any additional Loans under the Credit Agreement during the Forbearance Period or modify the Credit Agreement. This Agreement shall not create a course of dealing among or between the parties hereto, and no further obligation of any kind other than those expressly set forth herein shall be inferred from this Agreement.

**Section 14. Miscellaneous.**

**14.01 Continuing Effect.** Except as specifically provided herein, the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in all respects.

**14.02 No Waiver.** This Agreement is limited as specified and the execution, delivery and effectiveness of this Agreement shall not operate as a modification, acceptance or waiver of any provision of the Credit Agreement or any other Loan Document, except as specifically set forth herein.

**14.03 References.**

(a) From and after the Effective Date, the Credit Agreement, the other Loan Documents and all agreements, instruments and documents executed and delivered in connection with any of the foregoing shall each be deemed modified hereby to the extent necessary, if any, to give effect to the provisions of this Agreement.

(b) From and after the Effective Date, (i) all references in the Credit Agreement to "this Agreement", "hereto", "hereof", "hereunder" or words of like import referring to the Credit Agreement shall mean the Credit Agreement as modified hereby and (ii) all



references in the Credit Agreement, the other Loan Documents or any other agreement, instrument or document executed and delivered in connection therewith to the "Credit Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Credit Agreement shall mean the Credit Agreement as modified hereby.

(c) This Agreement constitutes a Loan Document.

(d) The construction and interpretation provisions set forth in Section 1.4 of the Credit Agreement shall apply to this Agreement.

**14.04 Governing Law; Waiver of Jury Trial.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Borrower, each other Loan Party, the Administrative Agent and the Lenders signatory hereto each hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the Administrative Agent or the Lenders in the negotiation, administration, performance or enforcement hereof.

**14.05 Severability.** Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**14.06 Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof, and the parties waive any right they may have to object to said treatment.

**14.07 Headings.** Section headings used herein and the table of contents hereto are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Agreement.

**14.08 Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Borrower, the other Loan Parties, the Lenders and Administrative Agent and their respective successors and assigns; provided, however, that no rights or obligations of the Borrower or the other Loan Parties under this Agreement shall be assigned or delegated without the prior written consent of Administrative Agent.

**14.09 Expenses.** Pursuant to Section 10.04 of this Agreement, the Borrower agrees to pay the fees and expenses of counsel for the Administrative Agent as set forth in Section 10.04 of this Agreement. The Borrower also agrees to pay all costs, fees and expenses of the Financial Consultant and the Approved Valuation Expert.

**14.10 Submission of Agreement.** The submission of this Agreement to the parties or their agents or attorneys for review or signature does not constitute a commitment by Administrative Agent or any Lender to take or refrain from taking any action contemplated hereby and this Agreement shall have no binding force or effect until all of the conditions to the effectiveness of this Agreement have been satisfied as set forth herein.

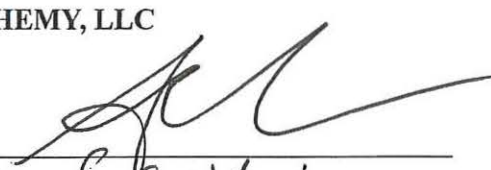
**14.11 Modification.** This Agreement may not be amended, waived or modified in any manner without the written consent of the party against whom the amendment, waiver or modification is sought to be enforced.

**14.12 Jointly Drafted Agreement.** The parties hereto agree and acknowledge that they each have reviewed and cooperated in the preparation of this Agreement, that the parties hereto jointly drafted this Agreement, and that any rule, presumption, or burden of proof that would construe this Agreement, any ambiguity, or any other matter, against the drafter shall not apply and is waived.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**OUR ALCHEMY, LLC**

By:   
Name: J. Guthrie  
Title: Co-President


**CALRISSIAN LP**

By: Virgo Service Company LLC

Its: General Partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ANDERSON DIGITAL, LLC**

By:   
Name: J. Guthrie  
Title: Co-President

**SUNTRUST BANK**

as the Administrative Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**OUR ALCHEMY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CALRISSIAN LP**

By: Virgo Service Company LLC

Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ANDERSON DIGITAL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**SUNTRUST BANK**

as the Administrative Agent and as a Lender

By: \_\_\_\_\_  
Name: *JUAN DE JESUS - CABALLERO*  
Title: *SENIOR VICE PRESIDENT*



**PACIFIC MERCANTILE BANK**, as a Lender

By:   
Name: David Gulzon  
Title: Senior Vice President

**PREFERRED BANK**, as a Lender

By: \_\_\_\_\_  
Name:  
Title:


**EMIGRANT BANK**, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**PACIFIC MERCANTILE BANK**, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**PREFERRED BANK**, as a Lender

By:   
Name: Anna Bagdasarian  
Title: Senior Vice President

**EMIGRANT BANK**, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**PACIFIC MERCANTILE BANK**, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**PREFERRED BANK**, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**EMIGRANT BANK**, as a Lender

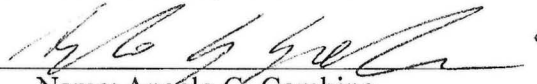
By:   
Name: Angelo G. Gambino  
Title: Senior Vice President

Exhibit A

Non-Productive Inventory



	<b>TOTAL LIQUIDATION INV</b>
DVD	<b>3,931,622</b>
Blu-Ray	<b>740,759</b>
Special	<b>148,988</b>
<b>TOTAL</b>	<b>4,821,369</b>

**APPROVED LIQUIDATION TITLES - ALCHEMY AND ARC - DVD**

					3,931,622
FORMAT	Item Description 1	UPC	Alchemy Item	Genre	QTY TO LIQUIDATE
DVD	PERSECUTED	687797158093	480000158097	THRILLER	121,916
DVD	PARKLAND	687797142795	480000142797	DRAMA	94,928
DVD	GOOD PEOPLE	687797154798	480000154797	DRAMA	93,856
DVD	ARE YOU HERE	687797156792	480000156797	COMEDY	85,333
DVD	ROB THE MOB	687797143990	480000143997	DRAMA	83,684
DVD	SARAH PALIN:UNDEFEATED	796019824187	996600002507	DEFAULT CATEGORY	74,266
DVD	FADING GIGOLO	687797154934	480000154937	COMEDY	72,516
DVD	AUTOMATA	687797144690	480000144697	ACTION	62,288
DVD	AMATEURS, THE	687797121592	480000121597	COMEDY	60,447
DVD	NORTHPOLE WM EXC W/VUDU	796019828680	996600002107	DEFAULT CATEGORY	60,000
DVD	RUNNER, THE (2015)	687797161499	480000161497	THRILLER	57,423
DVD	ICEMAN, THE	687797140197	480000140197	DRAMA	57,205
DVD	CHARLIE COUNTRYMAN	687797144393	480000144397	ACTION	56,864
DVD	UPSIDE DOWN	687797140494	480000140497	DRAMA	56,699
DVD	INTRUDERS	687797135995	480000135997	THRILLER	51,393
DVD	ZIPPER	687797162694	480000162697	THRILLER	48,398
DVD	BROTHER'S KEEPER (2015)	687797158796	480000158797	DRAMA	46,513
DVD	8 FILM ACTION: ACTION PACK	687797516992	480000516997	ACTION	45,244
DVD	FERRYMAN, THE	687797120694	480000120697	HORROR	44,598
DVD	JAMES CAMERON'S DEEPSEA	687797158239	480000158237	DOCUMENTARY	41,973
DVD	STRANGERLAND	687797161093	480000161097	THRILLER	41,746
DVD	PARTS PER BILLION	687797142894	480000142897	DRAMA	41,568
DVD	REACH ME	687797144195	480000144197	DRAMA	41,263
DVD	CHLOE & THEO WM W/VUDU	796019829755	996600000677	DEFAULT CATEGORY	39,971
DVD	SARAH PALIN UNDEFEA WM EX	796019824354	996600002497	DEFAULT CATEGORY	38,512
DVD	VISITORS	687797104441	480000104447	HORROR	38,301
DVD	RAGAMUFFIN	687797156099	480000156097	DRAMA	37,508
DVD	SURVIVOR (2015)	687797159250	480000159257	ACTION	34,998
DVD	KIDNAPPING MR. HEINEKEN	687797154897	480000154897	ACTION	34,325
DVD	BANKSTAS WM W/VUDU	796019829137	996600000437	DEFAULT CATEGORY	32,103
DVD	PAPERBOY, THE	687797136992	480000136997	DRAMA	31,804
DVD	STRANGERLAND	687797161055	480000161057	DRAMA	30,958
DVD	RUNNER, THE	687797161451	480000161457	DRAMA	30,832
DVD	MINDLESS BEHAVIOR: ALL AROUND	687797142696	480000142697	DOCUMENTARY	30,772
DVD	PLASTIC WM EXC W/VUDU	796019828628	996600002307	DEFAULT CATEGORY	30,000
DVD	JUSTIN & KNIGHTS-WM EXCL	796019827805	996600001657	DEFAULT CATEGORY	29,979
DVD	PING PONG SUMMER	687797157096	480000157097	COMEDY	29,327
DVD	STUCK IN LOVE	687797140395	480000140397	COMEDY	29,146
DVD	WELCOME TO ME	687797159991	480000159997	COMEDY	27,871
DVD	PUNCTURE	687797134899	480000134897	DRAMA	25,572
DVD	HUMBLING, THE	687797158697	480000158697	DRAMA	25,239
DVD	AVENGERS	786936819175	259000000027	ACTION	25,007
DVD	ZARRA'S LAW W/VUDU WM EXC	796019828901	996600003437	DEFAULT CATEGORY	25,000
DVD	LOCKER 13 WM EXCLUSIVE	796019828000	996600001757	DEFAULT CATEGORY	24,485
DVD	LEAVES OF GRASS	687797130297	480000130297	COMEDY	23,199
DVD	NINJA II	687797142290	480000142297	ACTION	23,159
DVD	BIG SUR WM EXCLUSIVE	796019827737	241100000017		23,032
DVD	DAY OF THE DEAD	687797122599	480000122597	HORROR	22,954
DVD	GHOULS	687797124296	480000124297	SCIENCE FICTION	21,942
DVD	JESSE WM EXCLUSIVE	796019828406	996600001537	DEFAULT CATEGORY	20,883
DVD	WASSUP ROCKERS	634991321723	480000321727	DRAMA	20,538
DVD	SPIDERS	687797140791	480000140797	SCIENCE FICTION	20,528
DVD	HARPIES	687797155993	480000155997	SCIENCE FICTION	20,117
DVD	DEADLINE	687797128997	480000128997	HORROR	20,017

DVD	WET BUM WM EXCLUSIVE DVD+VUDU	37117042999	996600042997	DRAMA	20,000
DVD	AUTUMN BLOOD WM W/VUDU	796019828598	996600000327	DEFAULT CATEGORY	20,000
DVD	HULK	25195020251	259000000017	CHILDREN & FAMILY	20,000
DVD	THOR-MAGICAL HAMMER WM EX	796019825863	996600003207	DEFAULT CATEGORY	19,991
DVD	LIES I TOLD MY LITTLE SISTER	37117042982	996600042987	COMEDY	19,971
DVD	LUSTER	687797142092	997000142097	HORROR	19,837
DVD	COUNTDOWN	687797943699	480000943697	HORROR	19,530
DVD	WILD GRINDERS: ADVENTURES WITH	687797953698	480000953697	CHILDREN & FAMILY	19,076
DVD	STONEHEARST ASYLUM	687797155498	480000155497	HORROR	18,486
DVD	DEATH FROM ABOVE	687797141392	997000141397	ACTION	18,307
DVD	BLAST VEGAS	687797155191	997000155197	ACTION	18,301
DVD	RPG WM W/VUDU	796019829021	996600002467	DEFAULT CATEGORY	18,000
DVD	PINATA: SURVIVAL ISLAND	687797974099	480000097407	HORROR	17,794
DVD	PLUSH	687797144492	480000144497	HORROR	17,521
DVD	RUN	687797154590	480000154597	ACTION	17,326
DVD	APOKALIPS X	687797155894	480000155897	ACTION	17,096
DVD	NIGHT OF THE TEMPLAR	687797139498	997000139497	ACTION	16,997
DVD	REDRUM	687797121042	480000121047	COMEDY	16,837
DVD	VAMPIRE DOUBLE FEATURE	687797508096	480000508097	HORROR	16,599
DVD	PUMPKIN KARVER, THE	687797113795	480000713377	HORROR	16,549
DVD	BUCK WILD	687797154491	480000154497	COMEDY	16,393
DVD	HOME IS WHERE/HEART IS-WM	796019828437	996600001367	DEFAULT CATEGORY	16,313
DVD	8 FILM HORROR: CREATURE	687797516596	480000516597	SCIENCE FICTION	15,738
	BIG SUR	796019827539	997800827537		15,668
DVD	MOLLY MOON:INCREDIBLE HYP	796019829533	996600001897	DEFAULT CATEGORY	15,000
DVD	A LITTLE GAME W/VUDU-WM E	796019828932	996600000077	DEFAULT CATEGORY	15,000
DVD	HIGH ROAD	687797135490	480000135497	COMEDY	14,650
DVD	FANGORIA PRESENTS: GERM	687797141590	997000141597	HORROR	13,958
DVD	CRUSH	687797140296	480000140297	THRILLER	13,834
DVD	AMSTERDAM HEAVY	687797138293	997000138297	ACTION	13,734
DVD	VISITORS	687797104496	480000104497	THRILLER	13,512
DVD	RUNNER, THE (2015)	687797161499	480016149147	THRILLER	13,310
DVD	WORLD MADE STRAIGHT, THE	687797159090	480000159097	THRILLER	12,513
DVD	DONOVAN'S ECHO	687797141996	997000141997	HORROR	12,417
DVD	CRUSH ON YOU	634991321228	224000321227	COMEDY	12,345
DVD	BERNIE	687797135292	480000135297	COMEDY	12,276
DVD	BONE SNATCHER, THE	687797963093	480000963097	HORROR	12,267
DVD	HOLLOW, THE	687797601490	480006014977	HORROR	12,172
DVD	DEAD WITHIN	687797157997	480000157997	HORROR	12,070
DVD	OCCUPANTS, THE	687797156891	997000156897	HORROR	12,053
DVD	NET GAMES	687797104298	480000104297	THRILLER	11,995
DVD	STOLEN	687797138491	480000138497	ACTION	11,756
DVD	CASSADAGA	687797144898	997000144897	HORROR	11,632
DVD	PRIVATE NUMBER WM W/VUDU	796019829397	996600002327	DEFAULT CATEGORY	11,233
DVD	WOLVES OF WALL STREET	687797605696	480000605697	HORROR	11,065
DVD	RING OF DARKNESS	687797600295	480000600297	HORROR	10,931
DVD	RED LIGHTS	687797136695	480000136697	THRILLER	10,667
DVD	NINJA APOCALYPSE	687797157393	997000157397	ACTION	10,497
DVD	88 (EIGHTY-EIGHT)	687797158895	480000158897	ACTION	10,448
DVD	WHEN CALLS THE HEART 1 & 2	687797521699	480000521697	TV MOVIE	10,297
DVD	ASYLUM OF THE DEAD	687797157690	997000157697	HORROR	10,081
DVD	PROPOSITION, THE	687797112125	480000112127	WESTERN	10,079
DVD	NITRO CIRCUS THE MOVIE	796019825795	997800825797	ACTION	9,973
DVD	WHAT MAISIE KNEW	687797139696	480000139697	DRAMA	9,964
DVD	CHAMELEON, THE	796019823838	996600000637	DEFAULT CATEGORY	9,853
DVD	ANGELA	687797994097	480000799407	FOREIGN	9,421
DVD	LIQUIDATOR, THE	687797137692	480000137697	ACTION	9,371
DVD	BAD LIEUTENANT	687797129635	480000129637	ACTION	9,326

DVD	RITUAL	634991204620	695000204627	URBAN	9,312
DVD	24 HOURS IN LONDON	687797611819	480000611817	ACTION	9,159
DVD	FANGORIA PRESENTS: AXED	687797139597	997000139597	HORROR	9,109
DVD	BA'AL	687797127839	480000127837	ACTION	9,035
DVD	OGRE	687797127136	480000127137	SCIENCE FICTION	8,744
DVD	KILLER MOUNTAIN	687797142597	997000142597	SCIENCE FICTION	8,634
DVD	AVENGING ANGELO	687797313218	480000313217	ACTION	8,577
DVD	HOME RUN	687797140999	480000140997	DRAMA	8,571
DVD	CONTEST-WM EXCLUSIVE	796019827652	996600000727	DEFAULT CATEGORY	8,532
DVD	FAMILY WEEKEND	796019826396	997800826397	COMEDY	8,510
DVD	PETES CHRISTMAS(DVD)EXC	796019827249	996600002267	DEFAULT CATEGORY	8,145
DVD	DERAILED	687797318831	480000318837	ACTION	7,980
DVD	DIRECT ACTION	687797600721	480000600727	ACTION	7,946
DVD	GOD'S GIFT	634991320825	224000320827	CHILDREN & FAMILY	7,945
DVD	A LITTLE BIT OF HEAVEN	687797136589	480000136587	ROMANCE	7,813
DVD	HYDRA	687797127334	480000127337	SCIENCE FICTION	7,754
DVD	LADDALAND	687797137791	480000137797	HORROR	7,736
DVD	SHADOWS AND LIES	687797133694	480000133697	ACTION	7,680
DVD	MESSENGER OF THE TRUTH	888295059848	480000059847	DOCUMENTARY	7,506
DVD	STAND OFF W/VUDU WM EXCL	796019826358	996600002827	DEFAULT CATEGORY	7,500
DVD	AS I LAY DYING	687797143495	480000143497	DRAMA	7,334
DVD	FADING GIGOLO	687797154996	480000154997	COMEDY	7,312
DVD	MINDLESS BEHAVIOR: ALL AROUND	687797142634	480000142637	DOCUMENTARY	7,153
DVD	ENDURE	687797134295	997000134297	ACTION	7,110
DVD	DON'T BE SCARED	634991320726	224000320727	HORROR	7,076
DVD	LEAVE	687797138699	997000138697	THRILLER	7,058
DVD	FIRST BORN	687797117090	480000117097	THRILLER	6,813
DVD	APOCALYPSE OF THE	687797138194	997000138197	HORROR	6,791
DVD	SNOWMEN	796019823579	996600002687	DEFAULT CATEGORY	6,624
DVD	BABYMAKERS	687797137517	480000137517	COMEDY	6,519
DVD	GIRL FROM THE NAKED	687797137395	997000137397	ACTION	6,307
DVD	HELL BABY	687797143792	480000143797	COMEDY	6,262
DVD	5 FILM: HAPPILY EVER AFTER	687797521798	480000521797	ROMANCE	6,176
DVD	FANGORIA PRESENTS:INHUMAN	687797141194	997000141197	HORROR	6,035
DVD	UNDERCOVER BROTHER	634991185424	695000185427	COMEDY	6,004
DVD	SACRIFICE	687797133915	480000133917	ACTION	5,942
DVD	ELEPHANT WHITE	687797133717	480000133717	ACTION	5,888
DVD	GEORGE ROMERO DEADTIME STORIES	687797134097	480000340977	HORROR	5,850
DVD	BEST OF PLATINUM COMEDY V.1	634991302425	695000302427	COMEDY	5,741
DVD	WAKE OF DEATH	687797317438	480000317437	ACTION	5,705
DVD	VOLCANO DISASTER	687797110497	480000110497	ACTION	5,693
DVD	STANDING UP-WM EXC W/VUDU	796019826723	996600002887	DEFAULT CATEGORY	5,668
DVD	JOKER	687797157799	480000157797	ACTION	5,654
DVD	CODE, THE	687797125026	480000125027	ACTION	5,619
DVD	CIRCUIT, THE	687797609212	480000609217	ACTION	5,550
DVD	CONTRACT, THE	687797119681	480000119687	ACTION	5,548
DVD	HARD CASH	687797602015	480000602017	ACTION	5,512
DVD	NINJA I & NINJA II 2 PACK	687797516633	480000516637	ACTION	5,471
DVD	SUNSTORM	687797866028	480000866027	ANIME	5,470
DVD	NEW YORK COP	687797661012	480000661017	ACTION	5,414
DVD	AS GOOD AS DEAD	687797132116	480000132117	THRILLER	5,245
DVD	RADICAL JACK	687797607331	480000607337	ACTION	5,223
DVD	CYBERGEDDON	796019827881	996600000777	DEFAULT CATEGORY	5,189
DVD	SMILEY W/VUDU WM EXCLUSIV	796019826334	996600002677	DEFAULT CATEGORY	4,992
DVD	NINJA	687797128034	480000128037	ACTION	4,944
DVD	RAGAMUFFIN	687797156082	480000156087	CHRISTIAN/INSPIRATIONAL	4,923
DVD	ROCKAWAY	687797122698	480000122697	ACTION	4,893
DVD	EARTHSTORM	687797120113	480000120117	SCIENCE FICTION	4,890



DVD	NICOLAS CAGE DBL FEATURE	687797512253	480000512257	ACTION	4,870
DVD	LOST VOYAGE	687797613097	480000613097	ACTION	4,838
DVD	JAMES CAMERON'S DEEPSEA	687797158291	480000158297	DOCUMENTARY	4,684
DVD	REVELATION	687797882097	480000882077	THRILLER	4,675
DVD	ALL IN: THE POKER MOVIE	672487102180	997000102187	DOCUMENTARY	4,607
DVD	8 FILM ACTION: STAR STUDD	687797516497	480000516497	ACTION	4,606
DVD	FANGORIA PRESENTS:SIN REAPER	687797141491	997014149177	HORROR	4,599
DVD	GREAT GHOST RESCUE, THE	796019824286	996600001197	DEFAULT CATEGORY	4,511
DVD	NINJA I & NINJA II	687797516671	480005166777	ACTION	4,488
DVD	DEAD DOG	634991251426	192000251427	ACTION	4,447
DVD	FANGORIA PRESENTS: AXED	687797139597	997013959177	HORROR	4,110
DVD	FROZEN: THE SONGS	50087314743	901000314747	CHILDREN & FAMILY	4,055
DVD	TRESPASS	687797134592	480000134597	ACTION	4,030
DVD	WOLVESBAYNE	687797132895	480000132897	HORROR	4,013
DVD	BLITZ	687797133892	480000133897	ACTION	3,926
DVD	PRINCE & ME 3: ROYAL HONEYMOON	687797125293	480001252967	ROMANCE	3,866
DVD	FROZEN THE	796019825825	996600001157	DEFAULT CATEGORY	3,819
DVD	4 FILM SPECIAL FORCES SET	687797513953	480000513957	ACTION	3,815
DVD	BAD LIEUTENANT: PORT OF CALL	687797129697	480000129697	ACTION	3,744
DVD	FLU BIRDS	687797124395	480000124397	SCIENCE FICTION	3,626
DVD	MEGA SNAKE	687797122094	480000122097	HORROR	3,522
DVD	CAFFEINE	687797117496	480000117497	COMEDY	3,517
DVD	BY THE GUN	687797157898	480015789117	THRILLER	3,499
DVD	XII	687797135896	997000135897	HORROR	3,479
DVD	GOOD PEOPLE	687797154750	480000154757	ACTION	3,467
DVD	PULSE	687797100498	480000100497	HORROR	3,445
DVD	ASSASSIN NEXT DOOR, THE	687797131317	480000131317	ACTION	3,421
DVD	OUR WILD HEARTS-RENTAL EX	796019826921	996600002187	DEFAULT CATEGORY	3,420
DVD	CONTRACT KILLERS (2009)	687797126795	480000126797	ACTION	3,398
DVD	BANKSTAS	796019829113	996600000427	DEFAULT CATEGORY	3,291
DVD	OPERATOR, THE	687797920096	480000920097	DRAMA	3,288
DVD	WOLFTOWN	687797135797	997000135797	HORROR	3,281
DVD	OPERATION DELTA FORCE 5:	687797611437	480000611437	ACTION	3,264
DVD	BONE SNATCHER, THE	687797963048	480000963047	HORROR	3,251
DVD	LAFFLINK PRESENTS: VOL. 3	687797131898	480000131897	COMEDY	3,249
DVD	THING BELOW	687797601292	480000601297	HORROR	3,245
DVD	4 FILM ACTION PACK	687797933959	480000933957	URBAN	3,244
DVD	WHEN CALLS THE HEART TV MOVIE	687797521552	480000752157	DRAMA	3,212
DVD	ACT OF VENGEANCE	687797136312	480000136317	ACTION	3,174
DVD	A GOOD DAY FOR IT	687797134998	997000134997	ACTION	3,158
DVD	THE BOY NEXT DOOR	687797132994	480000132997	ACTION	3,122
DVD	STILETTO	687797126436	480000126437	ACTION	3,082
DVD	A SHORT HISTORY OF DECAY	796019828161	996600000087	DEFAULT CATEGORY	3,016
DVD	PENTHOUSE, THE	687797130495	480000130497	COMEDY	2,935
DVD	ON THE ICE	672487102173	997000102177	THRILLER	2,865
DVD	NURSIE	634991247221	585000247227	DRAMA	2,852
DVD	WHEN CALLS THE HEART 3 & 4	687797524096	480000524097	TV MOVIE	2,833
DVD	LOVE- 4 FILM COLLECTION	687797520692	480000520697	ROMANCE	2,789
DVD	RAMPART	687797135599	480000135597	ACTION	2,769
DVD	HOME RUN	687797140951	480000140957	CHILDREN & FAMILY	2,750
DVD	LOVE COME DOWN	687797606792	480000606797	URBAN	2,682
DVD	4 FILMS IN 1! DEADLY ASSASSINS	687797506597	480000506597	ACTION	2,643
DVD	LIFE OF A KING	687797154392	480000154397	DRAMA	2,623
DVD	FANGORIA PRESENTS:INHUMAN	687797141194	997014119177	HORROR	2,610
DVD	KILLING SEASON	687797138774	480000138777	ACTION	2,584
DVD	JOLLYBEAN KIDS MYSTERY, THE	634991321129	224003211777	CHILDREN & FAMILY	2,582
DVD	MORGAN FREEMAN DOUBLE FEATURE	634991359290	480000359297	UNKNOWN	2,576
DVD	ADRENALINE CREW 4: VERDICT GUI	687797129239	480000129237	SPECIAL INTEREST	2,564

DVD	EYE SEE YOU	687797314239	480000314237	ACTION	2,522
DVD	CLOSE YOUR EYES	687797999092	480000999097	HORROR	2,483
DVD	SLEEPING DOGS LIE	687797117595	480000117597	COMEDY	2,461
DVD	COSTA RICAN SUMMER	687797131096	480000131097	COMEDY	2,451
DVD	BULLRIDER	687797123893	480000123897	DOCUMENTARY	2,409
DVD	BRITTANY MURPHY DOUBLE FEATURE	687797509192	480000509197	HORROR	2,409
DVD	COOL DOG	687797133311	480000133317	CHILDREN & FAMILY	2,400
DVD	SUICIDE GIRLS: MUST DIE!	687797130143	480000130147	HORROR	2,353
DVD	INTRUSO	687797664099	480000664097	DEFAULT CATEGORY	2,350
DVD	SPIDERS	687797140784	480000140787	SCIENCE FICTION	2,330
DVD	STILETTO	687797126498	480000126497	ACTION	2,329
DVD	ROSE PARADE: A PAGEANT FOR THE	687797108692	480000108697	DOCUMENTARY	2,302
DVD	BERNIE	687797135230	480000135237	COMEDY	2,295
DVD	MY LUCKY ELEPHANT	796019825634	996600001997	DEFAULT CATEGORY	2,294
DVD	DESERT SAINTS	687797314017	480000314017	ACTION	2,259
DVD	LITTLE BIRDS	687797134691	480000134697	DRAMA	2,253
DVD	FROZEN: THE SONGS	50087314743	901031474157	CHILDREN & FAMILY	2,240
DVD	SANCTUARY, THE	687797130990	480000130997	MARTIAL ARTS	2,238
DVD	CHERRY CRUSH	687797118295	480000118297	THRILLER	2,221
DVD	WASSUP ROCKERS	634991322829	480000322827	DRAMA	2,219
DVD	RED LIGHTS	687797136619	480000136617	HORROR	2,217
DVD	SPIRIT TRAP	687797115690	480000115697	HORROR	2,213
DVD	STRAIGHT A'S	687797141095	480000141097	COMEDY	2,171
DVD	BROOKLYN CASTLE	687797142399	480000142397	DOCUMENTARY	2,155
DVD	AMERICAN FLYER	796019823562	996600000197	DEFAULT CATEGORY	2,150
DVD	LOVE & LAUGH 2-PACK	687797525697	480005256977	ACTION	2,125
DVD	RAGAMUFFIN	687797156037	480000156037	DRAMA	2,112
DVD	FORTY SHADES OF BLUE	687797800299	480000800297	DRAMA	2,101
DVD	AMERICAN VIRGINS	687797155696	997000155697	COMEDY	2,076
DVD	GEORGE ROMERO DEADTIME STORIES	687797134097	480000134097	HORROR	2,051
DVD	CHAMPION	687797202598	480000720257	FOREIGN	2,051
DVD	UPSIDE DOWN	687797140418	480000140417	SCIENCE FICTION	1,973
DVD	AMATEURS, THE	687797121561	480000121567	COMEDY	1,965
DVD	GEORGE ROMERO DEADTIME STORIES	687797134196	480000134197	HORROR	1,964
DVD	SERIAL BUDDIES	672487102241	997000102247	COMEDY	1,963
DVD	SLEEPER'S WAKE	687797143198	997000143197	THRILLER	1,945
DVD	KING OF CALIFORNIA	687797117762	480000117767	COMEDY	1,924
DVD	AMERICAN RAP STARS	687797981097	480000081097	URBAN HIP HOP	1,924
DVD	ED GEIN	687797612496	480000084647	HORROR	1,920
DVD	CONVERSATIONS WITH MY MOM	634991302326	147000302327	SPANISH/LATINO	1,909
DVD	SACRIFICE/WAY OF WAR 2 PACK	687797512154	480000512157	ACTION	1,894
DVD	SUBTERANO	687797607898	480000607897	HORROR	1,877
DVD	LEGEND OF THE RED REAPER	687797155795	997000155797	ACTION	1,831
DVD	RESURRECTION, A	687797143099	997000143097	HORROR	1,795
DVD	BERNIE	687797135247	480013524407	COMEDY	1,764
DVD	KING OF CALIFORNIA	687797117793	480000117797	COMEDY	1,760
DVD	A LITTLE BIT OF HEAVEN	687797136534	480000136537	DRAMA	1,753
DVD	HOW TO BE A WOMAN AND NOT DIE	687797621092	480000621097	DEFAULT CATEGORY	1,747
DVD	CONTEST	796019827669	996600000717	DEFAULT CATEGORY	1,739
DVD	LOST CITY RAIDERS	687797127617	480000127617	ACTION	1,711
DVD	LA SCORTA	687797710796	480000710797	FOREIGN	1,710
DVD	ALPHA MALES EXPERIMENT	687797139993	997000139997	COMEDY	1,692
DVD	ROB THE MOB	687797143938	480000143937	DRAMA	1,687
DVD	DAY ZERO	687797121615	480000121617	DRAMA	1,680
DVD	MY SON, MY SON- WHAT HAVE YE	687797132093	480000132097	DRAMA	1,676
DVD	FAMILY WEEKEND WM EXC	796019826471	996600001027	DEFAULT CATEGORY	1,674
DVD	BABYMAKERS	687797137531	480000137537	COMEDY	1,664
DVD	CHRISTMAS CAPER	687797124692	480000124697	COMEDY	1,661

DVD	NIGHT OF HORRORS 4PK	625282700693	151000700697	BUDGET	1,614
DVD	JERK THEORY DVD	796019824880	996600001517	DEFAULT CATEGORY	1,598
DVD	SEX & BREAKFAST	687797121790	480000121797	DRAMA	1,585
DVD	REACH ME	687797144195	480014419157	DRAMA	1,584
DVD	RAMPART	687797135537	480013553157	ACTION	1,567
DVD	HOUSE OF BONES	687797132796	480013279287	HORROR	1,530
DVD	MARLEY AFRICA ROAD/WM EXC	796019826525	996600001857	DEFAULT CATEGORY	1,513
DVD	ADVENTURES IN APPLETOWN	687797141293	997000141297	MYSTERY	1,506
DVD	BORN 2 RACE	796019824217	996600000517	DEFAULT CATEGORY	1,502
DVD	KILLER NEXT DOOR, THE	687797102799	480000102777	THRILLER	1,482
DVD	8 FILM ACTION: DUTY CALLS	687797517296	480051729177	ACTION	1,478
DVD	STYX	687797607744	480000607747	ACTION	1,460
DVD	SO UNDERCOVER	687797140012	480000140017	COMEDY	1,451
DVD	EXPOSURE	687797609892	480000609897	DEFAULT CATEGORY	1,441
DVD	PROJECT: HUMAN WEAPON	687797608895	480000608897	ACTION	1,427
DVD	TRAUMA	687797600943	480000600947	HORROR	1,409
DVD	GUARDIAN	687797158390	480000158397	ACTION	1,402
DVD	RELATIVE STRANGERS	687797115195	480000115197	COMEDY	1,402
DVD	LIFE OF A KING	687797154316	480000154317	DRAMA	1,398
DVD	BROTHER'S KISS, A	687797746092	480000746097	DRAMA	1,394
DVD	BANGKOK DANGEROUS	687797912091	480000091207	ACTION	1,371
DVD	GODMONEY	687797115096	480000115097	DRAMA	1,365
DVD	GUNBLAST VODKA	687797610492	480000610497	ACTION	1,363
DVD	STANDING UP-RENTAL EXC	796019826730	996600002867	DEFAULT CATEGORY	1,362
DVD	CLAWED-LEGEND OF SASQUATCH	687797112996	480000112997	HORROR	1,356
DVD	PRINCESS, THE LUNCH BOX	687797505743	480000505747	CHILDREN & FAMILY	1,356
DVD	COLD & DARK	687797109194	480000109197	HORROR	1,338
DVD	KILLER BUZZ	687797603494	480000603497	HORROR	1,337
DVD	8 FILM ACTION: ACTION HEROES	687797516398	480000516397	ACTION	1,334
DVD	DIRTY LOVE	687797111890	480000111897	COMEDY	1,327
DVD	BENDITO INFIERNO-DONT TEMPT ME	687797986061	480000986067	COMEDY	1,326
DVD	DARK DESCENT	687797608390	480000608397	DEFAULT CATEGORY	1,308
DVD	TRANSSIBERIAN	687797124999	480000124997	ACTION	1,300
DVD	INTO TEMPTATION	687797128690	480000128697	DRAMA	1,292
DVD	GOD'S GIFT	634991322621	224000322627	MUSIC VIDEO	1,287
DVD	LOVE WONT LET ME WAIT	687797166296	480000166297	COMEDY	1,282
DVD	DEATH FOR HIRE	687797156990	997000156997	THRILLER	1,265
DVD	NO ONE CAN HEAR YOU	687797611192	480000611197	ACTION	1,245
DVD	MY LUCKY ELEPHANT VUDU WM	796019826341	996600002007	DEFAULT CATEGORY	1,244
DVD	MIDGETS VS. MASCOTS	687797129895	480000129897	COMEDY	1,188
DVD	RANDOM ACTS OF VIOLENCE	687797155092	997000155097	HORROR	1,162
DVD	FACES IN THE CROWD	687797134790	480000134797	THRILLER	1,152
DVD	TARA ROAD	687797120298	480000907197	DRAMA	1,146
DVD	SONG FOR MARTIN, A	687797971098	480000971097	DOCUMENTARY	1,134
DVD	GOOD NIGHT TO DIE	687797603395	480000603397	ACTION	1,124
DVD	FOUR SHEETS TO THE WIND	687797121394	480000121397	DRAMA	1,102
DVD	JESSE	796019828383	996600001527	DEFAULT CATEGORY	1,101
DVD	DEAR DUMB DIARY SAMS EXCL	796019827591	996600000837	DEFAULT CATEGORY	1,087
DVD	PRICELESS	687797126092	480000126097	COMEDY	1,086
DVD	NINJA	687797128096	480000128097	ACTION	1,081
DVD	STOLEN	687797513434	480000513437	ACTION	1,081
DVD	KILLING MOON	687797610799	480000610797	HORROR	1,069
DVD	ICE T 2-PACK	634991346658	480000346657	ACTION	1,053
DVD	LABOR PAINS	687797127990	480000127997	COMEDY	1,051
DVD	STYX	687797607799	480000607797	ACTION	1,029
DVD	GOOD PEOPLE	687797154798	480015479157	DRAMA	1,023
DVD	PACT WITH THE DEVIL	687797604194	480000604197	ACTION	1,018
DVD	CREATURE	796019824224	996600000757	DEFAULT CATEGORY	1,016

DVD	MINER'S MASSACRE	687797603999	480000603997	HORROR	<b>1,014</b>
DVD	FREEZE FRAME	687797109095	480000109097	ACTION	<b>1,014</b>
DVD	ELSA & FRED	687797157294	480015729187	COMEDY	<b>1,001</b>

**APPROVED LIQUIDATION TITLES - ALCHEMY AND ARC - BLURAY**

					740,759
FORMAT	Item Description 1	UPC	Alchemy Item	Genre	QTY TO LIQUIDATE
Blu-Ray	GOOD PEOPLE	687797154767	480000154766	DRAMA	28,478
Blu-Ray	PARTS PER BILLION	687797142863	480000142866	DRAMA	27,965
Blu-Ray	ROB THE MOB	687797143969	480000143966	DRAMA	27,245
Blu-Ray	CRUSH	687797140265	480000140266	THRILLER	23,301
Blu-Ray	REACH ME	687797144164	480000144166	DRAMA	21,645
Blu-Ray	PARKLAND	687797142764	480000142766	DRAMA	19,812
Blu-Ray	PETES CHRISTMAS COMBO WM	796019827256	996600002246	DEFAULT CATEGORY	19,685
Blu-Ray	PERSECUTED	687797158062	480000158066	THRILLER	18,936
Blu-Ray	STOLEN	687797158970	480000158976	ACTION	17,695
Blu-Ray	INTRUDERS	687797135964	480000135966	THRILLER	17,562
Blu-Ray	AUTOMATA	687797144652	480000144656	ACTION	17,222
Blu-Ray	ROBERT DENIRO DOUBLE FEATURE	687797519856	480000519856	ACTION	16,993
Blu-Ray	NINJA	687797128072	480000128076	ACTION	16,883
Blu-Ray	4 FILM ICONS OF ACTION	687797513564	480051356566	ACTION	16,729
Blu-Ray	COMMAND PERFORMANCE AND DIRECT	634991358262	480000358266	ACTION	16,702
Blu-Ray	STONEHEARST ASYLUM	687797155467	480000155466	HORROR	16,623
Blu-Ray	FADING GIGOLO	687797154965	480000154966	COMEDY	16,328
Blu-Ray	STRANGERLAND	687797161420	480000161426	THRILLER	15,747
Blu-Ray	CHARLIE COUNTRYMAN	687797144362	480000144366	ACTION	15,645
Blu-Ray	BY THE GUN	687797157867	480000157866	THRILLER	15,588
Blu-Ray	RUNNER, THE (2015)	687797161024	480000161026	THRILLER	14,837
Blu-Ray	BLITZ	687797133847	480000133846	ACTION	14,807
Blu-Ray	PUNCTURE	687797134837	480000134836	DRAMA	14,029
Blu-Ray	STANDING UP-BD/DVD WM EXC	796019827102	996600002856	DEFAULT CATEGORY	13,939
Blu-Ray	NINJA APOCALYPSE	687797157362	997000157366	ACTION	13,551
Blu-Ray	BAD LIEUTENANT: PORT OF CALL	687797129666	480000129666	ACTION	12,931
Blu-Ray	RAMPART	687797135568	480000135566	ACTION	12,761
Blu-Ray	ROBERT DENIRO DOUBLE FEATURE	687797519863	480000519866	ACTION	12,254
Blu-Ray	SHADOWS AND LIES	687797133663	480000133666	ACTION	11,475
Blu-Ray	FACES IN THE CROWD	687797134769	480000134766	THRILLER	10,289
Blu-Ray	RUNNER, THE (2015)	687797161468	480000161466	THRILLER	9,658
Blu-Ray	PUNCTURE	687797134868	480000134866	DRAMA	9,635
Blu-Ray	MINDLESS BEHAVIOR: ALL AROUND	687797142665	480000142666	DOCUMENTARY	9,223
Blu-Ray	APOKALIPS X	687797155863	480000155866	ACTION	8,682
Blu-Ray	ARE YOU HERE	687797156761	480000156766	COMEDY	8,585
Blu-Ray	ICEMAN, THE	687797140166	480000140166	DRAMA	8,416
Blu-Ray	DEAD SUSHI	687797139764	480000139766	HORROR	7,857
Blu-Ray	TRESPASS	687797134561	480000134566	ACTION	7,538
Blu-Ray	DEAR DUMB DIAR-BD/DVD WM	796019826969	996600000816	DEFAULT CATEGORY	7,512
Blu-Ray	RAGAMUFFIN	687797156068	480000156066	DRAMA	7,483
Blu-Ray	CHARLIE COUNTRYMAN	687797144331	480000144336	ACTION	7,256
Blu-Ray	BTLFLD AMERICA BD/SD COMB	796019825610	996600000596	DEFAULT CATEGORY	5,886
Blu-Ray	PARIS JE T'AIME	687797116260	480000116266	ROMANCE	5,725
Blu-Ray	HELL BABY	687797143761	480000143766	COMEDY	5,703
Blu-Ray	THE BARBER BD	796019829366	996600003046	DEFAULT CATEGORY	5,554
Blu-Ray	88 (EIGHTY-EIGHT)	687797158864	480000158866	ACTION	4,981
Blu-Ray	HIGH ROAD	687797135469	480000135466	COMEDY	4,844
Blu-Ray	LEAVES OF GRASS	687797130266	480000130266	COMEDY	4,517
Blu-Ray	ELSA & FRED	687797157263	480000157266	COMEDY	4,472
Blu-Ray	CODE, THE AND CONTRACT, THE	634991358064	480000358066	ACTION	3,452
Blu-Ray	ROB THE MOB	687797143976	480000143976	DRAMA	3,355
Blu-Ray	DIRECT CONTACT	687797127464	480000127466	ACTION	3,310
Blu-Ray	STOLEN	687797138460	480013846146	ACTION	3,279
Blu-Ray	PROPOSITION, THE	687797112163	480000112166	ACTION	3,219



Blu-Ray	HOME RUN	687797140968	480000140966	DRAMA	3,212
Blu-Ray	HOME RUN	687797140968	480014096146	DRAMA	3,085
Blu-Ray	DIRECT ACTION	687797600769	480000600766	ACTION	3,049
Blu-Ray	SKIN TRAFFIK	687797162861	480016286286	ACTION	2,900
Blu-Ray	BY THE GUN	687797157867	480015786116	THRILLER	2,490
Blu-Ray	STAND OFF BD/DVD COMBO	796019826280	996600002806	DEFAULT CATEGORY	2,490
Blu-Ray	COMMAND PERFORMANCE	687797128768	480000128766	ACTION	2,455
Blu-Ray	STRANGERLAND	687797161062	480016106146	THRILLER	2,450
Blu-Ray	WELCOME TO ME	687797159960	480000159966	COMEDY	2,440
Blu-Ray	ICEMAN, THE	687797140166	480014016146	DRAMA	2,390
Blu-Ray	OPERATOR (2015)	687797162762	480000162766	ACTION	2,295
Blu-Ray	MADAME BOVARY (2015)	687797144966	480000144966	DRAMA	2,031
Blu-Ray	TRESPASS	687797134530	480000134536	ACTION	1,978
Blu-Ray	IMMORTAL	687797109569	480000109566	SCIENCE FICTION	1,970
Blu-Ray	KILLING SEASON	687797138767	480013876146	ACTION	1,946
Blu-Ray	BERNIE	687797135261	480000135266	COMEDY	1,856
Blu-Ray	PRINCE & ME 2, ROYAL	687797614261	480000614266	COMEDY	1,736
Blu-Ray	BLITZ	687797133878	480000133876	ACTION	1,631
Blu-Ray	TRUST	687797133564	480000133566	DRAMA	1,622
Blu-Ray	PING PONG SUMMER	687797157065	480000157066	COMEDY	1,553
Blu-Ray	HOME FOR CHRISTMAS	687797918468	480000918466	SEASONAL	1,486
Blu-Ray	WHAT MAISIE KNEW	687797139665	480000139666	DRAMA	1,479
Blu-Ray	ACT OF VENGEANCE	687797136367	480000136366	ACTION	1,478
Blu-Ray	DEADLINE	687797128966	480000128966	HORROR	1,335
Blu-Ray	UNEXPECTED	687797161369	480000161366	COMEDY	1,326
Blu-Ray	PRINCE & ME 3: ROYAL HONEYMOON	687797125262	480000125266	ROMANCE	1,306
Blu-Ray	HUMBLING, THE	687797158666	480000158666	DRAMA	1,306
Blu-Ray	REACH ME	687797144164	480014416156	DRAMA	1,263
Blu-Ray	WORLD MADE STRAIGHT, THE	687797159069	480000159066	THRILLER	1,209
Blu-Ray	ACCIDENTAL LOVE	687797159366	480000159366	COMEDY	1,199
Blu-Ray	MR HOCKEY BD COMBO WM EXC	796019826624	996600001946	DEFAULT CATEGORY	1,080
Blu-Ray	RED LIGHTS	687797136664	480000136666	THRILLER	1,067
Blu-Ray	BROTHER'S KEEPER (2015)	687797158765	480000158766	DRAMA	961
Blu-Ray	WAR, INC	687797121967	480000121966	ACTION	953
Blu-Ray	A LITTLE BIT OF HEAVEN	687797136565	480000136566	ROMANCE	934
Blu-Ray	STRAIGHT A'S	687797141064	480000141066	COMEDY	911
Blu-Ray	TRIANGLE	687797129468	480000129466	THRILLER	759
Blu-Ray	SACRIFICE	687797133960	480000133966	ACTION	734
Blu-Ray	ELEPHANT WHITE	687797133762	480000133766	ACTION	575
Blu-Ray	LIFE OF A KING	687797154361	480000154366	DRAMA	571
Blu-Ray	BORN 2 RACE BD	796019824583	996600000526	DEFAULT CATEGORY	559
Blu-Ray	TRANSIBERIAN	687797124968	480000124966	ACTION	547
Blu-Ray	PAPERBOY, THE	687797136978	480000136976	DRAMA	512
Blu-Ray	ICEMAN, THE	687797140128	480000140126	DRAMA	397
Blu-Ray	BABYMAKERS	687797137562	480000137566	COMEDY	385
Blu-Ray	WAY OF WAR, THE	687797126962	480000126966	ACTION	381
Blu-Ray	JOHN CARPENTER'S WARD BD	796019823906	996600001616	DEFAULT CATEGORY	354
Blu-Ray	GOOD PEOPLE	687797154767	480015476156	DRAMA	323
Blu-Ray	CONTRACT-THE	687797119667	480000119666	ACTION	316
Blu-Ray	CODE, THE	687797125064	480000125066	ACTION	299
Blu-Ray	BAD LIEUTENANT: PORT OF CALL	687797129673	480000129676	ACTION	290
Blu-Ray	TRESPASS	687797134509	480000134506	ACTION	272
Blu-Ray	WELCOME TO ME	687797159960	480015996156	COMEDY	268
Blu-Ray	HELL BD/SD COMBO	796019825320	996600001326	DEFAULT CATEGORY	163
Blu-Ray	RED DOG(DVD/BD)COMBO	796019825511	996600002356	DEFAULT CATEGORY	152
Blu-Ray	HOWL	687797161765	480016176156	HORROR	131
Blu-Ray	HOWL	687797161765	480000161766	HORROR	100



## APPROVED LIQUIDATION TITLES - ALCHEMY AND ARC - SPECIAL

					148,988
FORMAT	Item Description 1	UPC	Alchemy Item	Genre	QTY TO LIQUIDATE
BD & DVD COMBO	PARKLAND	687797142740	480000142748	DRAMA	30,630
3D BD/DVD COMBO CHALLENGE	JAMES CAMERON'S DEEPSEA	687797158246	480000158244	DOCUMENTARY	27,228
BD & DVD W/DIGITAL COMBO	STOLEN	687797138446	480000138448	ACTION	14,976
BD & DVD COMBO	KILLING SEASON	687797138743	480000138748	ACTION	13,272
BD & DVD COMBO	STUCK IN LOVE	687797140340	480000140348	COMEDY	10,116
BD/DVD COMBO	FADING GIGOLO	687797154941	480000154948	COMEDY	9,467
3D+2D BD	UPSIDE DOWN	687797140463	480000140462	DRAMA	8,935
BD & DVD COMBO	ICEMAN, THE	687797140142	480000140148	DRAMA	6,970
BD & DVD COMBO	WHAT MAISIE KNEW	687797139641	480000139648	DRAMA	3,547
BLU-RAY & DVD COMBO	UPSIDE DOWN	687797140449	480000140448	DRAMA	3,504
BD & DVD COMBO W/TARGET TICKET	KILLING SEASON	687797138743	480013874148	ACTION	3,444
BLU-RAY & DVD W/DIGITAL COMBO	PAPERBOY, THE	687797136947	480000136948	DRAMA	3,018
3D+2D BD W/NEW VUDU STICKER	SPIDERS	687797140739	480014073142	SCIENCE FICTION	2,730
BD 2D+3D	RUN	687797154538	480000154532	ACTION	2,146
BD & DVD COMBO BBY STK	ICEMAN, THE	687797140142	480014014288	DRAMA	1,668
DVD/ BD COMBO	ANIMALS UNITED DVD/BD COMBO	796019825016	997800825018	CHILDREN & FAMILY	1,339
BLU-RAY & DVD, COMBO PACK	PROPOSITION, THE	687797112118	480000112118	WESTERN	1,174
BLU-RAY & DVD W/DIGITAL COMBO	RED LIGHTS	687797136640	480000136648	THRILLER	902
BD&DVD COMBO (CBA VERSION)	PERSECUTED	687797158048	480000158048	THRILLER	850
3D/2D COMBO WM BLACK FRIDAY PR	KHUMBA	687797142467	480000142464	ANIME	607
BD & DVD COMBO W/TARGET TICKET	STOLEN	687797138446	480013844148	ACTION	532
BD/DVD COMBO (CBA ONLY)	BROTHER'S KEEPER (2015)	687797158741	480000158748	DRAMA	457
BD & DVD COMBO W/DIGITAL	RAMPART	687797135544	480000135548	ACTION	388
BLU-RAY & DVD, COMBO PACK	NINJA	687797128010	480000128018	ACTION	357
BLU-RAY & DVD, COMBO PACK	CODE, THE	634991355841	480000355848	ACTION	282
3D BD/DVD COMBO (NO O-CARD)	BACK TO THE JURASSIC	687797160041	480016004154	CHILDREN & FAMILY	265
DVD & BLU-RAY COMBO W/DIGITAL	TRESPASS	687797134547	480000134548	ACTION	184

Exhibit B

Unrecouped Amounts

OUR ALCHEMY LLC  
Forecasted Schedule of "UnRecouped" Collections  
Inactive Accounts

	<b>Balance</b>
SP Sales	(1,695)
Magnolia	(2,043)
Rock 'n Learn	(88)
Nasser	(464)
Grand	(216)
Big Air	(203)
Maddox	(42)
Gaiam	(287)
Multi Music	(46)
Disco Power	(17)
Xenon	(22)
Covenant Communications	(38)
IMT	(30)
Ketchup	(500)
<b>TOTAL</b>	<b>(5,691)</b>